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paragraph number four. So those are the three things that I think are dealt with, or that I am concerned with that are dealt with in this amendment: competitive bidding, accountability, and conflict of interest. There are, as I mentioned earlier, a number of other provisions in the amendment, and I'm going to yield to Senator Quandahl so that he can inform you about those.

SENATOR CUDABACK: Senator Quandahl, you have about five minutes.

SENATOR QUANDAH: Thank you, Senator Cudaback and members of the body. I'll just briefly run through what the AM2837 actually accomplishes, for those who are interested. In paragraph 1, there is an amendment that clarifies the role of the construction manager during the construction phase as a construction consultant and not a design consultant. In paragraph 2, it clarifies that a letter of interest is a statement that an entity wants to get into the selection process. It also adds another duty to the performance criteria developer, and that is to evaluate the construction to make sure it meets the project's performance criteria. In paragraph 3, it clarifies the term "proposal" to mean a response to a request for a proposal, an RFP. In paragraph 4, it establishes that the performance criteria developer is hired on behalf of the school, meaning that the loyalty is to that client. It adds the requirement that the performance criteria developer is not employed by or has any interest in an entity that will submit a proposal bringing more assurance of independence and an absence of a conflict of interest. In paragraph 5, there is further language providing for evaluation of the construction by a performance criteria developer to make sure that construction meets the performance criteria. In paragraph 6, it allows school districts to require competitive bidding on subcontracts in requests for proposals for design-build projects, but it puts off a final determination on the subcontractor selection process to final negotiations with the design-builder. Similar language is in paragraph 9 for a construction manager at risk process. In paragraph 7, it changes "may" to "shall" because of the context of the term, that the price shall not be in the design-builder's proposal in response to the request for a proposal. In paragraph 8, it requires a final determination of